

AGREEMENT

between

CLARK COUNTY, WASHINGTON

and

CLARK COUNTY JUVENILE DETENTION OFFICERS' GUILD

JANUARY 1, 2004 – DECEMBER 31, 2006

EXHIBITS AND APPENDICES

Exhibit A: Salary Schedules for Represented Classifications
Exhibit B: Clothing and Safety Guidelines

Appendix A: Memorandum of Understanding – Healthcare Committee

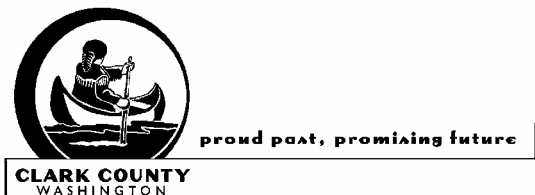


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ARTICLE 1. RECOGNITION

1.1. Parties. The parties to this Agreement are the Clark County Board of County Commissioners and the Clark County Juvenile Court, hereinafter referred to as "The County," and the Clark County Juvenile Detention Officer's Guild, hereinafter referred to as "the Guild", for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the County has recognized the Guild as the exclusive collective bargaining representative.

1.2. The County recognizes the Guild as the exclusive bargaining agent for all regular full-time and regular part-time Lead Juvenile Detention Officers and Juvenile Detention Officers. All other employees of the Department are excluded. New classifications, which may be created within the Detention Unit of the Department may be included within the bargaining unit upon the written consent of the County and the Guild or by order of the Public Employment Relations Commission (except as such order may be vacated, amended or denied effect by a court of competent jurisdiction).

ARTICLE 2. NON-DISCRIMINATION

2.1 The County and the Guild agree that they will not discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, political affiliation or activity or any other categories of persons or activities protected by federal, state or local statutes, ordinances, rules or regulations. In addition, employees shall not be discriminated against or harassed based on sexual orientation.

2.2 The County agrees not to discriminate against any member of the Guild for his or her activity on behalf of or because of membership in the Guild.

ARTICLE 3. GUILD RIGHTS AND SECURITY

3.1 Maintenance of Membership. Except as provided in Section 3.2, all covered employees shall, as a condition of continued employment, maintain their membership in good standing in the Guild during the life of this Agreement. New employees shall be enrolled on the first day of the calendar month following their hire date or appointment to a position in the bargaining unit.

3.2 Religious Tenets Exception. In order to provide County employees the right of non-association with the Guild because of the employee's bona fide religious beliefs, such County employee shall pay an amount of money equivalent to Guild dues to a non-religious charity mutually agreed upon by the employee and the Guild. If within ten (10) days after it is determined that the employee is eligible for exemption under this Section, the employee and Guild fail to agree on the organization to which payment in lieu of dues and initiation fees is to be donated, either party may petition the Public Employment Relations Commission for a decision. Said employee shall furnish written proof to the Guild that such payment is being made.

3.3 In the event an employee member of the Guild fails to maintain his/her membership or charitable payment, the Guild will notify the County in writing through the Human Resources Department of such employee's delinquency. The County agrees to give notice to the employee and the Guild within five (5) working days that his/her employment status with the County is in jeopardy and that failure to meet the membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.

3.4 The Guild will notify the County of its initiation fees and dues. The County will deduct such initiation fees and Guild dues from the wages of the employees and forward them to the Guild each pay period. Each pay period the County shall submit the dues to the address and name provided by the Guild, accompanied by a list of dues-paying employees, their salaries, and the amount of their dues. The County and the Guild have developed a mutually agreeable dues deduction assignment form for authorization of payments to the Guild by payroll deduction. The agreed upon dues deduction authorization form which is attached is attached as Exhibit C.

3.5 New Hires. The County agrees to provide the applicable Guild with written notification within thirty (30) days of new hires and separations from the bargaining unit in a fashion mutually acceptable to the parties. Nothing in the above sections will interfere with employees' rights under RCW 41.56.122 (Religious Tenets) of the Public Employees' Collective Bargaining Act.

3.6 Printing and Distribution. The County shall bear the cost of printing and binding this Agreement. The County shall provide copies of the Agreement to the Guild for distribution to represented employees. The County shall provide copies to new hires.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 Rights Reserved. The management of the County and the direction of the workforce is vested exclusively in the County subject to the terms of this Agreement. The parties agree that existing established past practices not covered by this Agreement on mandatory subjects of bargaining shall be altered only with agreement of the parties. This Article does not restrict the right of an employee to use the grievance procedure set forth in Article 20, below.

4.2 The parties recognize the following rights of the County:

4.2.1 Determine the methods, processes and means of providing services.

4.2.2 Increase, diminish or change equipment, including the introduction of any and all new, improved or automated methods or equipment.

4.2.3 Make or change the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.

4.2.4 Hire, transfer and promote including determination of the qualifications, methods and standards thereof.

4.2.5 Discipline regular employees for just cause and discipline probationary employees for any lawful reason.

4.2.6 Determine or change standards and expectations for employee performance and conduct.

4.2.7 Evaluate employees including the use or modification of performance appraisal programs.

4.3 Project Employees. The County may employ project employees for long term but limited duration projects for up to eighteen months on a full time basis. Project employees shall receive full benefits but shall otherwise be excluded from the provisions of this Agreement and shall not be entitled to bump or displace covered employees when laid off at the conclusion of the project.

4.4 Use of Alternative Workers and Non-Bargaining Unit Personnel. The County may, in its discretion, make use of various alternative workers for rehabilitative, societal or other purposes including volunteers, offenders, youth programs, interns, senior citizens, and the disabled. The County may assign tasks to personnel from other bargaining units and non-represented employees provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of bargaining unit positions.

4.5 Contracting Out. The County may contract out bargaining unit work provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of employees or positions within the bargaining unit. The County shall provide fifteen (15) working days notice to the Guild and its representatives.

ARTICLE 5. GUILD REPRESENTATIVES AND ACTIVITIES

5.1 The Guild shall inform the County in writing of the names of its officers and stewards who are authorized to represent the Guild. Such information shall be kept up-to-date at all times.

5.2 Access to Workplace. Guild representatives may, after informing the supervisor, visit the work location of employees covered by this Agreement. Access shall be allowed provided it does not disrupt the regular work activities of employees or the department.

5.3 Bulletin Boards. The County shall provide the Guild with bulletin boards at reasonable locations for its use in communicating to members.

5.4 Release Time. Employee officers of the Guild or stewards shall be allowed reasonable release time without loss of pay for the purposes of meetings with the County for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed. Nothing in this Agreement shall be construed to require employees to receive compensation from the County for representation activities occurring outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime calculation. Work hours shall not be used by officers, employees or business representatives for solicitation of Guild membership, collection or checking of dues, Guild meetings or other activities relating to the internal business of the Guild.

5.4.1 Employee Guild representatives shall request permission from their immediate manager for release time. Such request shall be granted provided release time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity.

5.4.2 Employee Guild representatives shall be allowed one hour of release time preceding or following meetings with the County for preparation/debriefing activities.

5.5 Contract Negotiations. Guild representatives attending contract negotiations on their scheduled day off shall receive up to eight (8) hours pay at straight time or compensatory time. However, lunch breaks will not be compensated.

ARTICLE 6. STRIKES AND LOCKOUTS

6.1 During the life and for the duration of this Agreement, the Guild, its agents, officers and representatives, and bargaining unit members shall not engage in, acquiesce in, or encourage any strike, slowdown, primary picketing, sickout, sit down, or other disruption or stoppage of work at any County facility or at any location where County services are performed, nor shall there be any lockout of bargaining unit members by the County. If any such activity takes place, the Guild will immediately notify all Guild agents, officers, representatives, and bargaining unit members engaging in such activity to cease and desist, and the Guild shall publicly declare by letter to the Board of County Commissioners and the Human Resources Department that such activity is in violation of this Agreement and is unauthorized. In the event the Guild fails to fully and faithfully discharge its duties under this Article, the County shall be entitled to recover its losses incurred as a result of activity in violation of this Article. In the event of a lockout in violation of this Article, affected employees shall be entitled to be made whole for any wages, benefits and rights lost as a result of such lockout. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action or discharge and the only matter related to such action which may be subject to appeal is the question of whether or not the employee engaged in such activity.

ARTICLE 7. FILLING OF VACANCIES

7.1 Vacancies and Posting. Job postings to fill new or vacant budgeted full- or part-time bargaining unit positions shall be posted on the hiring department bulletin boards and placed on County voice mail. The filing period shall be a minimum of ten (10) working days unless otherwise agreed. Such notice shall include the classification, salary, description of the duties of the position, qualifications, knowledge, skills and abilities and selection process. Only qualified candidates who apply within the established filing period will receive consideration for such vacancies.

7.2 Employees may apply for open recruitments and will receive consideration if they meet all required qualifications of the classification/position and submit the required application information to the County's Human Resources Department by the date specified in the notice. When the selection decision is between external and internal candidates and the knowledge, skills, and abilities of the candidates are substantially equal, preference shall be granted to internal candidates from within the bargaining unit, then other internal candidates.

7.3 Classification Recruitments. Recruitments may be conducted on a position-by-position basis or on a classification basis. Classification recruitments shall clearly specify that the recruitment may be used to fill future vacant positions. When a recruitment is conducted on a classification basis, the pool of qualified candidates may be used to fill multiple current and future vacancies within a classification for up to twelve (12) months from the final posting date.

7.4 Posting Alternatives. As an alternative to posting, the appointing authority may elect to fill positions by any of the following means. Only qualified employees may be appointed by these means.

7.4.1 **Demotions.** Voluntary and involuntary demotions may be made only to vacant and available positions except as provided for in Section 18.3 of this Agreement.

7.4.2 Transfers and demotions of a qualified employee from within the department as an alternative to layoff.

7.4.3 Through a bumping or displacement procedure prescribed by this Agreement.

7.4.4 To accommodate job sharing arrangements as provided by this Agreement.

7.4.5 By appointment of a laid off employee from a recall list.

ARTICLE 8. WORK HOURS

8.1 Employee Work Schedules. The operations of the Juvenile Detention Center shall be carried out through a combination of shifts. The County agrees that prior to implementing an alternative work schedule, the affected employees shall be given not less than forty-eight (48) hours advance notice, except for overtime and call back work. In the event that an employee's shift is involuntarily changed with less than forty-eight (48) hours notice, the employee will be paid at time and one half for the hours worked. Notice is defined as the first day the employee is at work after the schedule change has been posted or management has personally informed the employee of the change.

8.2 Regular full-time employees shall work five (5) consecutive days of eight (8) consecutive hours including a thirty minute paid meal period and two paid rest periods of fifteen minutes each during which employees must remain accessible. For overtime worked contiguous to a regularly scheduled shift the following rest period and meal periods shall be provided:

Length of Overtime	Rest/M Meal Periods
Two (2) to less than four (4) hours	Fifteen (15) minute rest period
Four (4) to less than eight (8) hours	Fifteen (15) minute rest period and thirty (30) minute meal period
Eight (8) hours	Two (2) fifteen (15) minute rest period and one (1) thirty (30) minute meal period

8.3 Shift Bidding. Shift bidding will occur annually beginning the second Tuesday of September for a February 1st implementation. Available shifts, defined as lead detention officer, female detention officer and male detention officer and shift bid schedule will be posted 30 days prior to the start of bidding. Seniority within the bargaining unit in the categories listed above shall be the determining factor for shift assignment.

8.3.1 Shift Bidding Process. Management will schedule two (2) staff per day by seniority within each category to complete their shift bid. The staff shall be scheduled to bid their shift between 8 AM and 12 PM and 12 PM and 4 PM. Shift bidding on the scheduled date may be completed in person, by proxy, via telephone, or in writing. If staff fails to abide by the date/time limit, the next person on the seniority list will bid. Staff that have failed to complete the bidding on the scheduled date and time must notify the Detention Supervisor and submit a bid prior to the next scheduled shift bid. This will continue until the bid is submitted.

8.3.2 Shift changes may occur under the following circumstances:

8.3.2.1 As vacancies occur within shifts.

8.3.2.2 As necessary to preserve the ratio of female to male officers.

8.3.2.3 Employee initiated short or long term shift trading may be considered, provided the following conditions are met:

- a. Approval of the Detention Center manager.
- b. It would not unduly interfere with the operations of the Department.
- c. It is voluntary on the part of both employees and seniority has been considered.
- d. The trade is documented as required by the manager.

8.4 Job Sharing. Job Sharing is a type of alternative scheduling in which two employees of the same job classification share the work schedule and duties of a single full-time position. Job Sharing proposals from employees may be considered by individual departments when it can be shown that the proposal can be implemented without significant adverse effects on the effectiveness of County services. Job Sharing is a voluntary arrangement and may be considered only when no significant extra costs above those of a single full-time employee will be incurred by the County. Job sharers must be in the same job classification.

8.4.1 Initial and continuing approval of the Job Share arrangement will be contingent on both partners meeting all of the required qualifications for the job and performing at a fully effective performance level.

8.4.2 Supervisory practices such as salary increases, performance evaluation and discipline will take place separately with each partner.

8.4.3 The County reserves the right to rescind a Job Share arrangement that has failed to meet the requirements of this policy or the employees may elect to terminate the arrangement (including by one of the job sharers resigning), subject to thirty (30) days notice. If the arrangement is terminated, and there is no agreement regarding who will resign or assume full-time responsibilities, the matter will be decided on the basis of seniority. The parties to a terminated Job Share arrangement have the option to resign or transfer to an available position. If either partner resigns, transfers or is terminated, the other partner must assume the full-time responsibilities until an acceptable partner is obtained.

8.4.4 Earned PTO, sick leave, holiday hours and participation in the Washington State Public Employees' Retirement System (PERS) will be prorated according to the number of hours worked (e.g. Job Share partners scheduled to work twenty (20) hours weekly will accrue fifty (50) percent of the earned PTO, sick leave and holiday hours of a full-time employee).

8.4.5 Insured benefits such as health, dental, life, etc. will be provided to the job shared position identical to those a full-time position. Job Share partners may prorate the benefits or may agree to a division of benefits subject to the approval of Human Resources. Proposed changes to the allocation of the insured benefits may be submitted to Human Resources for approval during the County's annual enrollment for an effective date of January 1 of each year. Additional hours worked over the scheduled amount shall be paid at the straight time rate and shall not result in a change in the division of health and insurance benefits. Overtime shall be payable for hours worked by either partner in excess of forty hours per week or as otherwise provided by this Agreement.

8.4.6 Seniority for step increases and layoff will be based on the seniority of each of the Job Sharers individually. Seniority for promotional consideration shall be determined as provided for by this Agreement.

8.4.7 Application Procedure.

A. An employee currently in a full-time position who desires a Job Share arrangement must submit a written proposal to their Administrator. The proposal should include the following information:

1. Names of employees who will Job Share;
2. Position in which the Job Share is desired;
3. Proposed work schedule for each employee;
4. Proposed method of allocation and coordination of job responsibilities between the Job Share employees;
5. Proposed procedures and routines for ensuring the information flow is maintained; and
6. Proposed division of County insurance benefits.

B. Upon receipt of the request, the Administrator and Human Resources will evaluate the proposal and respond to all below listed parties within thirty (30) days. The final written plan must be signed by both Job Share partners, the Administrator, Human Resources and the Guild.

ARTICLE 9. OVERTIME

9.1 Work periods for Overtime Calculation. The work week for overtime calculation shall be the period of seven consecutive 24 hour days beginning with the reporting time following the employees regularly scheduled days off (or “weekend break”), for example, 8:00 am Monday to 7:59 am the following Monday. The daily work period shall be the period of 24 consecutive hours commencing with the employee’s scheduled start time on each scheduled day of work.

9.2. Overtime. Employees normally shall be compensated at one and one-half (1.5) times their regular (as defined in Section 10.2.2) rate of pay for hours worked in excess of forty (40) in a week or in excess of eight (8) in a shift. The current practice of scheduling double back shifts within a work week shall not result in payment of overtime for hours worked in excess of eight (8) in a day, except when the shift exceeds eight (8) hours. The calculation of time worked for overtime purposes shall include paid time off, sick leave and compensatory time used. Overtime will be paid to the nearest quarter hour.

9.3 Compensatory Time Option. With authorization of the department and the Employee, an employee may elect to be compensated for overtime work in the form of compensatory time off rather than pay. Either party may require that overtime be compensated in pay. Such compensatory time off may be accumulated to a maximum of eighty (80) hours. Unused compensatory time shall be paid off at the employee's regular rate at the time of termination or transfer to another department.

9.4 All overtime must be authorized by the employee's Manager or his/her authorized representative prior to being worked.

9.5 Callback pay. Callback is when an employee is required to return to work. Call back is distinguished from a holdover where an employee is required to remain at work after the completion of his/her shift. Callback does not include changes in shift (bumping) or voluntary overtime assignments. An employee who is mandated to return to work after completion of his/her regular shift shall be paid two hours at straight time plus actual hours worked at time and one half. Employees who are mandated to report to work on their normally scheduled days off shall receive four hours at straight time plus actual hours worked at time and one half. Overtime which is scheduled more than twenty-four (24) hours in advance or which is worked contiguous to the normal shift is not considered a callback. Overtime pay will begin when the employee reports for duty and end when the employee is relieved from duty.

9.6 Assignment of Overtime. The employer will attempt to meet its overtime requirements on a voluntary basis. Shifts needing to be filled will first take into account gender issues.

9.6.1 Open shifts will be filled first by on-call employees with the understanding that there will be no more than one (1) on-call employee on grave. Management will make every effort to limit use of on-call employees to three (3) per day and/or swing. Should it be necessary to exceed this goal, management may make adjustments to programming. On-call employees are not eligible for overtime as defined by their contract with the County.

9.6.2 If there are no on-call employees available and eligible, then overtime will be offered to the full time employees who are on the rolling seniority/eligibility list (RSL) for overtime.

9.6.2.1 The Rolling Seniority List (RSL) is an existing list of employees interested in voluntary overtime opportunities. Employees are responsible for being placed on the RSL and for assuring their names remain on the RSL. Employees are to keep their profile updated including current phone numbers they can be reached at through notices of changes to management or lead workers. Employees are to give management their preferences on when they are willing to work voluntary overtime hours. Their profile is to be detailed for each day of the week and the hours they are willing to be called in for. This does not exclude an employee for Call Back (Section 9.5) situations that do not follow the RSL rules.

9.6.2.2 Employees are picked from the highest eligible person by their preferences in a descending manner.

9.6.2.3 An employee can remove himself or herself from the RSL by notifying management or a lead worker in writing.

9.6.3 Management or their designee (Lead worker or Shift Leader) will determine the hours to be offered. Overtime of less than four (4) hours will be offered to employees on the shift prior to or following their current shift based on the RSL. For four (4) hours or more, employees will be called using the RSL. The employee may choose to take any variation of whole hours from four (4) to eight (8).

9.6.3.1 Declining overtime offers will not result in being bumped down on the RSL. An employee accepting an overtime of less than four (4) hours will not be bumped on the RSL. When an employee accumulates four (4) or more hours of overtime in a calendar month the employee will be bumped down on the RSL.

9.6.3.2 Employees will fill out chits for all overtime worked through the RSL (Section 9.6.3) at the time the overtime is worked. Management or designee will bump employees once they have accumulated four (4) or more hours in a calendar month based upon submitted chits.

9.6.4 If no employee accepts overtime then overtime will be mandated by management or designee in inverse order of seniority first from within the prior or following shift then bargaining unit-wide. Employees may be mandated to work overtime either as a hold over or as a call back. Employees will not be mandated to work overtime more than two (2) times in a calendar month. It is the employees' responsibility to notify management or their designee that they have been mandated twice in a calendar month and refuse any more.

9.6.5 Any sixteen (16) hours shift has to be bracketed by eight (8) hours of continuous rest. Employees may work no more than sixteen (16) hours in a twenty-four (24) hour period. Employees doing a double back are not eligible to do overtime in their eight (8) hour rest period between the double backs.

9.6.6 In case of emergency as declared by management or designee, employees are required to remain on shift until relieved without regard to provisions of Section 9.6.

9.6.7 Special projects, trainings and conferences which result in requiring overtime are exempt from the RSL

9.6.8 Either the County or the Guild may choose to reopen this issue.

ARTICLE 10. COMPENSATION

10.1 Salary Schedule. The salary schedules for employees covered by this Agreement shall consist of a salary range of six steps with approximately five percent (5%) between steps. Salary schedule increases shall be applied to each step of the range. All employees shall be paid at one of the steps in the range.

10.2 Hourly Basis and Calculation.

10.2.1 Employees covered by this Agreement shall be paid on an hourly basis. The employee's hourly salary shall be the annual salary divided by 2,080 or the monthly rate divided by 173.33 hours, based on the employee's regular full or part time schedule. No use of the term "salary" in this Agreement shall be construed to require or allow employees to be treated as exempt or salaried employees under the FLSA.

10.2.2 **Hourly rate computation.** Employees' regular hourly rates shall be as specified in the pay plan and shall exclude all other forms of compensation.

10.2.3 All cash-outs of paid leave shall be paid at the employee's base hourly rate of pay.

10.2.4 Employees who work overtime while in a premium pay assignment shall be paid time and one half (1.5) on the premium pay rate provided the employee elects to receive pay for the time. If the employee elects compensatory time off, the premium pay will not be included when the time off is taken.

10.3 Employees shall be eligible for step increases after 12 months of satisfactory service at each step in the range. The eligibility date shall be adjusted by the full amount of any unpaid leave of absence of 15 days or more.

10.4 Salary Increases.

10.4.1 Cost of Living Increases.

10.4.1.1 Effective and retroactive to January 1, 2004 the salary schedule shall be increased by two and one half percent (2.5%) at each step in the range as set forth in Exhibit A to this Agreement.

10.4.1.2 Effective January 1, 2005 the salary schedule shall be increased by two percent (2%) at each step in the range as set forth in Exhibit A to this Agreement.

10.4.1.3 Effective January 1, 2006 the salary schedule shall be increased by two percent (2%) at each step in the range as set forth in Exhibit A to this Agreement.

10.4.2 Wage Adjustment. In recognition of the County's desire to increase the role and responsibility of the Lead Detention Officers, effective and retroactive to January 1, 2004 an additional adjustment of one half percent (0.5%) shall be made to each step in the range of the classification.

10.4.3 Salary schedules incorporating the above adjustment is attached as Exhibit A to this Agreement.

10.5 Promotional Increases. An employee who is promoted shall be placed at the lowest step in the new range, which results in an increase equivalent to a one step increase.

10.6 Other Pay Actions.

10.6.1 Demotions. An employee who voluntarily demotes shall be placed at the step in the lower classification, which most nearly approximates but does not exceed the rate, which the employee received in the classification from which he or she is demoting. Such employee shall retain the step increase eligibility date he or she had in the higher classification. An employee who is involuntarily demoted shall be placed at the highest step within the range assigned to the lower classification, which results in a decrease and such action shall result in a new eligibility date.

10.6.2 Layoff. Employees who demote or bump downward in lieu of layoff shall be placed at the highest step in the new range that is equal to or below their former salary. If the former salary exceeds the maximum of the new range, the employee shall be placed at the top step of the new range.

10.6.3 Recall and Reinstatement. When an employee is recalled from a layoff list, or reinstated within twelve (12) months to his/her former classification, he/she shall be placed in the same step that he/she occupied at the time of separation. The eligibility date for the next increase shall reflect time served toward the next step increase prior to separation, e.g., an employee who terminated or was laid off and had three (3) months to go before the next increase shall have an eligibility date that is three (3) months after recall or reinstatement.

10.7 Shift Leader Premium Pay.

10.7.1 There shall be either a Lead Worker or Shift Leader on every shift for a minimum of twenty (20) hours each day. Management may choose not to schedule a Lead Worker or Shift Leader up to four (4) hours each day.

10.7.2 A shift report shall be completed by the Lead Worker or Shift Leader during every shift.

10.7.3 Management may require a Lead Worker to adjust his/her schedule to cover another Lead Worker's absence no more than one (1) time per month. This shall be accomplished by giving the Lead Worker at least two (2) weeks notice of the adjusted

shift. Any additional shift changes shall be compensated at a rate of time and one half (1 ½) for the hours worked outside of the regularly scheduled shift.

10.7.4 The Lead Worker or Shift Leader position may or may not be assigned to work in intake.

10.7.5 Management shall determine the list of qualified employees and shall be responsible for training the employees on Shift Leader duties and expectations.

10.7.6 In the event of a Lead Worker absence that is not filled by adjusting another Lead Worker's shift, management shall designate a Shift Leader for the shift from the list of qualified candidates. Management shall maintain a Shift Leader list for each shift (days, swing, graves). Once an employee has served as Shift Leader for a given shift, his/her name shall be rotated to the bottom of the list.

10.7.7 In the event no Shift Leader is available for a shift, management may adjust the schedule of a Shift Leader from the previous or subsequent shift, subject to Article 8.1. The Shift Leader's name would then be moved to the bottom of the list.

10.7.8 Shift Leaders shall be compensated an additional seven and one half percent (7.5%) of their base salary for all hours worked in that capacity.

ARTICLE 11. PAID TIME OFF

11.1 Accrual Basis. Employees shall accrue paid time off (PTO) based on paid hours. No accrual shall occur during unpaid leave and PTO accrual will be pro-rated based on the number of hours in paid status. Regular part-time employees shall accrue PTO on a pro-rata basis. New employees shall accrue PTO beginning with the first day of employment but shall not be eligible to use PTO or receive termination payoff until completion of six months of service.

11.2 Each employee covered by this Agreement shall be granted paid time off (PTO) to be used during the year for PTO, illness, holidays or personal business time off. The PTO accruals incorporate twelve holidays (or 96 hours) per year and nine sick days (or 72 hours).

11.3 Paid Time Off for regular full-time employees shall be accrued in accordance with the following schedule:

Completed Years of Service	Hours per Pay Period	Approximate Hours per Year	Approximate 8 hour Days per Year	Max Hours
Start	10.33	248	31	310
1	11.33	272	34	340
5	12.33	296	37	370
10	13.33	320	40	400
15	14.33	344	43	430
20	15.33	368	46	460
25	16.33	392	49	490
30	17.33	416	52	520

11.4 Maximum Accumulations. Employees may accumulate PTO up to a maximum of one and one quarter (1.25) their annual accrual rate, e.g., an employee earning 37days/296 hours per year may not accumulate more than 46.25 days/370 hours. When an employee has reached the maximum allowable accrual, future accruals will cease until such time as the balance allows for additional earnings. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue PTO.

11.5 Paid Time Off Scheduling. The PTO bidding process shall follow completion of the September annual shift bidding process. The calendar year February 1 through January 31 will be used for the purposes of PTO scheduling. For purposes of transition, scheduling for PTO for January 2005 shall occur following ratification of this Agreement. The Administrator shall allow four (4) detention staff off each day.

11.5.1 During the first round of annual PTO bidding, employees will be divided into bidding groups by seniority and will be given a specific date and time to submit their first ten (10) days of PTO leave. This leave may be in consecutive days or singly, subject to the restrictions below.

11.5.2 Staff who fail to submit PTO requests by the required date for their group will lose their seniority position within the group. They will be placed at the top of the seniority list of the following group providing they submit their request within that group's required time limit. Staff may only request PTO off for time they will have accumulated when they take the time.

11.5.3 PTO requests may include no more than two (2) of the same days of the week in a single month, except when available and requested no earlier than sixty (60) days prior to the date desired.

11.5.4 Initial PTO scheduling may not include any of the following days: New Year's Eve, New Year's Day, Independence Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day

11.5.5 Following the initial annual PTO bid process, a second formal bid process shall occur for requests for extra days off of which only one of the Section 11.5.4 days may be requested and granted.

11.5.6 Following the second PTO bid process, more than one of the above days may be requested and granted, if any of the above days remain available sixty (60) days prior to said major day.

11.5.7 Each full time employee shall be allowed four (4) "flex days" off per year to be charged to the employee's paid time off bank or accrued compensatory time. The intent of these "flex days" are to allow absences for times, which were unforeseen during the annual PTO bidding. Days requested under the "flex days off" provision must be requested three days in advance of the leave. In addition to the four (4) staff allowed off each day, an additional two (2) may be off under the "flex day" plan. The seven days listed in Section 11.5.4 are eligible to be requested as flex days. Management may deny or rescind flex day requests based upon available coverage. Two (2) of the employee's "flex day" opportunities, including those from 2003, may be rolled over into the next calendar year provided the "flex days" an employee may have available do not exceed eight (8).

11.5.8 For purposes of PTO bidding as described in Section 11.5.1 through Section 11.5.5, seniority within the bargaining unit shall be the determining factor.

11.5.9 Employees must give five days' notice to cancel pre-approved PTO leave requests.

11.5.10 All other requests for use of PTO, compensatory time, or floating holiday leave shall be made with three (3) days' notice. The first day of this notice begins at 12:01a.m. and ends at 5:00 p.m. The leave request must be communicated directly to the first available of the following: Detention Supervisor, Detention Manager or lead worker. Such requests will be approved on a first come, first served basis; bargaining unit seniority shall prevail in the event of simultaneous requests.

11.7 Sell-Back. Employee may elect pay in lieu of PTO up to a maximum eighty (80) hours per year. PTO sell-back shall be subject to the following requirements and procedures:

11.7.1 The opportunity to sell back PTO shall be offered twice per year in the months of June and December. Requests must be submitted by May 15 and November 15 on forms designated by the payroll office.

11.7.2 To be eligible to sell back PTO an employee must have used a total of eighty (80) hours of PTO in the prior calendar year. The total of PTO sold back may not exceed the maximum hours limitation but may be apportioned according to the employee's choice between the June and December sales periods.

11.7.3 The PTO sell-back option is subject to availability of adequate funds. PTO sell-backs may be restricted or suspended by the County. In the event PTO sell-back requests exceed available funds, the Human Resources department shall develop a procedure to equitably apportion PTO sell-backs among employees with pending requests.

11.8 PTO Conversion. An employee may transfer up to forty (40) hours of PTO into his/her sick leave account twice per year coinciding with the PTO sell back dates in Section 11.7.1. To be eligible to transfer PTO hours under this Article, an employee must retain eighty (80) hours of PTO in her/his account. The parties agree to re-open this Article when a VEBA type account becomes available within the County.

11.9 Termination Payoff. Upon termination of county employment with more than six months of service an employee shall be paid for all accrued and unused PTO and compensatory time at his or her final base hourly rate of pay. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

ARTICLE 12. HOLIDAYS

12.1 Holidays. Twelve (12) holidays, consisting of ninety-six (96) hours, are included in the PTO schedule. This includes the ten (10) holidays listed below plus two (2) additional holidays.

12.1.2 Observed Holidays.

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
Presidents' Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4
Labor Day -- First Monday in September
Veterans' Day - November 11
Thanksgiving Day -- Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day -- December 25

12.2 The above holidays shall be observed on their actual date of occurrence regardless of the day of the week. For purposes of determining holiday premium pay, the shift in which most of the holiday occurs will warrant the premium

12.3 Holiday Work Premium.

12.3.1 Regular full-time and regular part-time employees who are authorized or required to work on a holiday shall be compensated at the rate of time and one half for all hours worked. This provision shall apply to work performed on the holiday dates listed above.

12.3.2 Employees working on January 1, July 4, December 25 and Thanksgiving Day will have the option to request the holiday premium compensation in the form of pay or compensatory time off. Compensation for all other holiday premiums shall be in pay.

12.3.3 Employees working an overtime shift on one (1) of the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day or Christmas Day shall receive four (4) hours straight compensatory time in addition to the appropriate contractual rate of pay.

ARTICLE 13. SICK LEAVE

13.1 Purpose. Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law or this Article. The County and the Union agree that sick leave use is subject to certain conditions and restrictions as defined herein.

13.1.1 Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence.

13.1.2 Any use of sick leave which requires a leave of three full working days or less shall be charged to the employee's PTO account. All leave for illness beyond the third full day shall be charged to the employee's sick leave account.

13.1.3 Employees with an approved Family Medical Leave may charge absences under the leave directly to the sick leave account, regardless of the length of the absence.

13.1.4 Earned PTO or accrued compensatory time may be used when accrued sick leave is not available for an absence necessitated by illness or injury.

13.1.5 Sick leave payments shall be exempt from social security taxes to the extent allowed by law.

13.2 Sick Leave Accruals. Full time employees covered by this Agreement shall accrue sick leave at the rate of one (1) hour per pay period, two (2) hours per month or twenty-four (24) hours per year. Sick leave may be accumulated up to a maximum of 1200 hours.

13.2.1 Employees shall accrue sick leave based on paid hours. No accrual shall occur during unpaid leave and sick leave accrual will be pro-rated based on the number of hours in paid status up to a maximum of the employee's full or part time schedule. Regular part-time employees shall accrue sick leave on a pro-rata basis.

13.3 Workers' Compensation Integration. An employee may charge his/her sick leave account for the difference between any compensation received from the Workers' Compensation Insurance and the employees' normal pay for injuries or illnesses covered by Workers' Compensation. The calculation shall be based on the difference between the employee's normal post-tax take home pay and the pay from Workers' Compensation.

13.4 Family Illness Usage. Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee provided that PTO hours will be used for the first three (3) consecutive days. For the purposes of this Section, immediate family is defined as spouse, domestic partner (with a completed Affidavit of Domestic Partnership on file in the HR-Benefits Department), dependent children incapable of selfcare of

the employee or their domestic partner provided the child resides in the home of the employee and the domestic partner, ~~and~~ parents or the step/in-law equivalents and grandparents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal leave laws and administrative regulations.

13.5 Medical and Dental Appointments. PTO leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours.

13.6 Reporting and Approval Procedure. Employees unable to report for duty shall notify the employer's designated representative in accordance with procedures and time lines established at the department level. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practicable.

13.7 Medical Verification. The Employer may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties.

13.8 Attendance. The parties agree that acceptable attendance is an important element of overall job performance and that overall quantity of absence as well as number of occurrences should be considered. Employees are responsible for addressing the circumstances which give rise to absences and the employer is responsible for taking progressive, corrective action when attendance falls below expectations.

13.9 Sick Leave Payoff. Employees who separate from the County with at least twenty (20) years of service will be paid for accrued but unused sick leave at their base rate of pay according to the following formula:

Accumulated hours	% payable
900 to 1,200	75% of hours over 900
600 to 899	50% of hours over 600
300 to 599	25% of hours over 300

For example, an employee earning \$14.00 per hour with a balance of 1200 hours would be paid for 75% of the top bank of 300 hours ($1200-900 \times 75\% = 225$ hours), 50% of the next bank of 300 hours ($900-600 \times 50\% = 150$ hours) and twenty five (25%) of the next bank ($600-300 \times 25\% = 75$ hours) for a total of 450 hours or \$6,300. Employees with balances below 300 hours after twenty (20) years are not eligible for payoff.

ARTICLE 14. OTHER LEAVES

14.1 Bereavement and Funeral Leave. A full-time employee shall be granted up to three (3) consecutive work days of paid bereavement leave at the time of a death in the employee's immediate family. Such employee shall be granted up to an additional two (2) days of paid bereavement leave when substantial travel is necessary. For the purposes of this Section, eligible family members are: the spouse, domestic partner, children, children of the employee's domestic partner provided they have resided in the employee's home, parents, brother, sister (or the step and in-law equivalents), grandparents, grandchildren, aunts, uncles, or other relatives living in the employee's household. Use of bereavement leave for domestic partners requires that an Affidavit of Domestic Partnership be on file in the HR-Benefits Department.

14.1.1 Bereavement leave in excess of three (3) working days or for other relatives may be granted with the approval of the supervisor and charged to an employee's PTO or compensatory time account.

14.1.2 Time off with pay will be allowed for attending the funeral of a County employee.

14.2 Military Leave. The County shall abide by the provisions of Federal and State laws to provide military leave and reinstatement rights for employees. The provisions of the laws are defined under the Uniformed Services Employment and Reemployment Rights Act (USERRA), and Washington State Law. Employee benefits will only continue for those months in which the employee is in a paid status the first working day of the month.

14.3 Civic Duty and Examination Leave.

14.3.1 **Jury Duty.** Juvenile Detention Officers Guild members subpoenaed for jury duty will provide immediate notice to management either in person, by phone or voice mail or email.

14.3.1.1 The employee will be assigned to the day shift, with Saturday and Sunday as days off; work hours shall coincide with court required jury duty hours. Any prescheduled leave may be returned if the employee is unable to use it due to the jury duty requirement. Time spent in jury duty extending beyond the standard eight-hour work day is not compensated time.

14.3.1.2 The employee is expected and required to report to work for any portion of the day shift in which they are not actually serving on a jury or waiting to be assigned to a panel.

14.3.1.3 Time spent serving as a juror shall be considered leave with pay. When the jury duty is in a jurisdiction other than Clark County, jury compensation over and above mileage and meals must be reimbursed to the County.

14.3.1.4 The employee on jury duty will only be eligible for overtime assignments to swing shift Monday through Friday during the jury duty period, and only on a voluntary basis. Flex-time may be used by the employee and management to maintain the forty hour work week.

14.3.1.5 The employee may provide a formal presentation to staff and youth regarding the jury experience. A thirty-minute presentation earns the employee three (3) hours of straight time compensatory time; a sixty-minute presentation earns the employee six (six) hours of straight time compensatory time.

14.3.2 Service as a witness in matters arising from the course and scope of employment shall be considered on-duty time. Service as a witness or party to non-job related matters shall be charged against the employee's PTO or compensatory time balance or may be taken as unpaid leave at the option of the employee.

14.3.3 Upon prior notice to his/her supervisor, an employee shall be allowed paid work time to take examinations required for other positions within the County. Testing undertaken on a day off shall not be considered working hours for overtime calculation purposes.

14.3.4 Employees unable to vote while off duty may use PTO or compensatory time to vote.

14.4 Serious Health Conditions, FMLA and Family Care Leave. The employer shall authorize leaves of absences to employees for qualifying circumstances, as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, the Family Care Act, this Agreement and other relevant statutes.

14.4.1 Reporting Requirements. Employees unable to report for duty shall notify the employer's designated representative in accordance with procedures and timelines established at the department level. The employees requesting leave for a qualifying circumstance under this Article must state why they are off work, the expected duration of the time off of work, and if the leave is to care for a family member the employee must identify which family member. In situations where an emergency arises the employee must notify the designated representative as soon as reasonably possible under the circumstances. For Family Care Leave the employee should provide as much advance notice of the need as possible. For FMLA leave, where possible, an employee should give 30 calendar days advance notice of the need for leave; if 30 calendar days advance notice is not possible the employee or the employee's designee shall request leave as soon as the employee knows of the need to be a way from work.

14.4.2 Family Care Leave. Regular and part-time employees who have accrued paid leave available and have a dependent covered under the Act with a qualified health condition, shall be eligible for Family Care Leave. An eligible employee is entitled to use any or all of the employee's choice of accrued sick leave, after the use of three (3) consecutive PTO days, or other accrued paid time off to care for a legal spouse, parent,

parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, or to care for a child of the employee with a health condition that requires treatment or supervision if the child is either under eighteen years of age or older but incapable of self-care because of mental or physical disability. Family Care Act leave that also qualifies for FMLA and/or the Washington Family Leave Law shall be counted concurrently. The duration of leave under the Family Care Act will continue as long as the employee has accrued paid time available and the family member has a qualified health condition.

14.4.3 An FMLA eligible employee may take up to twelve (12) weeks of job protected leave from work because of a serious health condition, a family member's serious health condition, or for parental leave to care for a new born or newly adopted or placed child. Under FMLA, a family member is an employee's parent or person who acted as a parent, legal spouse, or a child who is either under age eighteen (18) or older and incapable of self-care because of a mental or physical disability. Absences under an approved FMLA may be charged directly to the sick leave account regardless of the length of absences. Unpaid leave shall be authorized only after the exhaustion of all other available paid leaves. At the time of initial placement, parents of adopted children may use sick leave to care for the child under the same conditions granted natural parents. Compensatory time use and a birth mother's period of temporary pregnancy related disability shall not be deducted from the twelve (12) week FMLA leave entitlement. All other paid time used during FMLA leave shall be deducted from the twelve (12) week leave entitlement.

14.4.4 With agreement of the department, employees may work a reduced work schedule for up to two (2) months preceding and/or following the period of parental leave.

14.4.5 The County may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of the employee's duties.

14.5 Workers Compensation. All employees are covered by the Washington State Workers Compensation Act for injuries or illnesses received while at work for the County.

14.6 Other Leaves of Absence. Employees may request leaves of absence of up to twelve (12) months for educational reasons, medical/disability leave or compelling personal circumstances. A minimum of two (2) years service is required prior to requesting educational or personal leaves.

14.6.1 All requests for leaves of absence or extensions shall be submitted in writing to the Administrator or his/her designee and approved in advance of the effective date. Employees reporting to work at the end of an authorized leave of absence shall be employed in the same class held at the start of such leave of absence.

14.6.2 For unpaid leaves of fifteen (15) calendar days or more, salary anniversary and seniority shall be adjusted by the full amount of the unpaid leave. Absence without leave and failure to return from leave shall be treated as job abandonment or may be the basis for termination.

14.6.3 Paid leave taken prior to going on unpaid leave shall not be counted toward the twelve (12) month maximum. Unless otherwise authorized by the Administrator and Human Resources, the employee must exhaust accumulated PTO and compensatory time before going on unpaid status.

ARTICLE 15. INSURANCE

15.1 The Multiparty Healthcare Committee under the provisions of the Memorandum of Understanding (Appendix A) will make decisions regarding healthcare expenditures, plans and carriers for medical and dental insurances for 2004, 2005, and 2006.

15.2 Eligibility. The County agrees to make available to eligible employees and their dependents one medical/dental plan. An employee may not be insured simultaneously as both an employee and as a dependent and dependents may be insured by only one employee.

15.2.1 Employees shall be eligible for medical insurance effective the first of the month following date of hire or first of the month following date enrollment forms are received by the Human Resources Benefits Department. Coverage will terminate at the end of the last day of the month in which employment ends.

15.2.2 Dental coverage will begin the first of the month following ninety (90) calendar days of employment. Coverage will terminate at the end of the last day of the month in which employment ends.

15.2.3 Regular part-time employees whose budgeted regular schedule calls for thirty (30) hours per week (.75 FTE) or more shall be eligible for the full County contribution. For regular part-time employees in positions budgeted at one-half up to three quarter Full Time Equivalency (.5 to .749 FTE) the County shall pay seventy percent (70%) of the County's contribution for the highest cost plans for 2004 with the employee contributing the balance based upon employees' plan of choice. The Healthcare Committee shall have the responsibility to determine the appropriate pro-ration for 2005 and 2006. Temporary increases in work hours will not result in an increase in benefits available or employer contribution, unless the increase in hours continues for three (3) consecutive months or more.

15.2.4 Project employees shall be eligible for the medical and dental plans and contributions shall be determined in the same manner as regular employees.

15.2.5 Eligible dependents include legal spouse and dependent children up to age 19 or until age 23 if a full-time student at an accredited school.

15.2.6 Eligibility for coverage during unpaid leave. Employees will have continuous coverage during an unpaid leave of absence if covered by FMLA or Pregnancy Disability Leave. For other unpaid leaves, any month in which the employee is in an unpaid status the first of the month and the unpaid leave has been thirty (30) continuous calendar days or longer, benefits will not be provided. Coverage will be reinstated effective the first of the month following the date of the employee's return to work.

15.2.7 For recalled employees (within a twelve month period) and employees returning from furlough, coverage is reinstated the first of the month following the date of re-employment.

15.2.8 Job Share Benefits. Job share benefits will be provided to employees sharing the regular work hours and benefits of one full-time position. Except as otherwise provided in Section 8.4, Job Share, benefits shall be provided based upon a 50% division of the employer contribution for medical and dental coverage. Each employee shall have the option to enroll in the medical and dental plan of the employee's choice. Any cost for coverage over the 50% share of medical and/or dental insurances shall be the responsibility of the employee. Each job share employee shall also receive a life insurance benefit equal to 50% of the face value of the coverage for one FTE.

15.2.9 Beginning in calendar year 2005, the County will make available medical and dental insurance coverage for the eligible employee's domestic partner subject to required tax regulations relevant to this benefit. To access this benefit, the employee must have a completed Affidavit of Domestic Partnership on file in the HR-Benefits Department.

15.3 Premiums.

15.3.1 Premiums, plans, and cost distribution will be determined through the multi-party Healthcare Committee process as outlined in the Memorandum of Understanding included as Appendix A.

15.3.2 The Healthcare Committee Memorandum of Understanding extends through June 30, 2006. This leaves the status of medical and dental insurances and coverage undefined for 2007. Therefore, during any status quo period following the expiration of the Healthcare Committee MOU or this Agreement, the amount the County pays for employee premiums shall be fixed at 110.5% of the 2006 level until and unless a successor agreement is achieved.

15.4 Other than Medical and Dental Carrier and Coverage Changes. The County retains the exclusive right to select plans and carriers for life insurance, long-term disability, or other employer provided benefits provided that the successor plan (s) shall provide substantially equal or better coverage than the existing plans. This Section is not intended to apply to medical or dental plans, which are addressed in the Healthcare Committee Memorandum of Understanding.

15.5 Open Enrollment. The County agrees to provide annual open enrollment periods annually and/or beginning not less than thirty (30) days prior to any change in medical coverage. Such open enrollment periods shall be not less than two (2) weeks in duration.

15.6 Life Insurance. The County shall provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of \$20,000. Employee and/or dependent coverage shall be made available for employee.

15.6.1 The County shall continue to make available through payroll deduction voluntary supplemental and dependent life insurance to employees, subject to individual evidence of insurability at such premium rates as are established by the carriers. The County will make every effort to negotiate the most effective rates.

15.7 Long-Term Disability Insurance. The County shall provide each employee a 60%, 90-day waiting period long-term disability insurance policy with normal provisions.

15.8 Continuation of Benefits.

15.8.1 Pursuant to Federal law, Clark County employees and/or dependents who lose group health care coverage are eligible to continue participation in the group health plan for the time periods as defined in the law. The affected employee and/or dependent is responsible for the cost of the coverage plus an administrative fee.

15.8.2 County provided health benefits will continue during an unpaid family and medical leave or accident or illness covered by Workers Compensation at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work following an approved family and medical leave for reasons other than a continued serious health condition, the employee will be required to reimburse the County the amount, if paid, for the employee's health insurance premiums.

15.8.3 Eligibility for insurance coverage for medical and dental insurance during other unpaid leaves will be in accordance with the federal COBRA program. Employees are not eligible for other insurance coverage during unpaid leaves of absence.

ARTICLE 16. OTHER BENEFITS

16.1 Retirement Plan. The County participates in the Washington State Public Employees' Retirement System. The County and employees are required to contribute a percentage of compensable earnings as set by the State Legislature.

16.2 Deferred Compensation Plans. The County agrees to provide opportunities for employees to participate in Internal Revenue Code Section 457 Deferred Compensation Plans. Contributions may be made up to the allowable IRS Maximum.

16.3 Flexible Spending Accounts. The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as long as allowed under the Internal Revenue Code Section 125.

16.4 Employee Assistance Program. The County agrees to make available an employee assistance program providing confidential counseling services to employees and their eligible dependents.

16.5 Parking. The County Campus Parking Management Plan represents the guidelines for parking within the downtown campus. Except as indicated herein, this Plan applies in its entirety. Changes to this Plan made during the life of this Agreement with the exception of fees or restrictions on employee parking may be made without additional bargaining. Exceptions to this plan are as noted below:

- a. Employees will be allowed one duplicate permit without charge.
- b. Replacement permits will cost \$5.00 per replacement.

Employees choosing to park in downtown campus, County-provided parking lots shall pay a monthly fee as shown in the schedule below labeled Current Fee. The County may increase the fee(s) by up to 15% over the life of the Agreement and the County agrees to provide a minimum of thirty-day notice prior to increasing the fee (s). The new Maximum Fee is shown below. There will be no parking fee increases during calendar year 2004.

Category of Parking	Current Fee	Maximum Fee
General Access	\$20.00	\$23.00
Uncovered Reserved	\$35.00	\$40.25
Covered Reserved	\$50.00	\$57.50

16.5.1 The County will provide a subsidy for bargaining unit employees purchasing C-Tran bus passes which is equal to that provided to other County employees. The subsidy is a part of the County's Commute Trip Reduction efforts and may vary dependent upon the funds availability and program elements. During the life of this Agreement the subsidy shall be at least \$15 per month; for 2004, the subsidy is \$23.

16.6 Uniforms and Clothing Allowance.

16.6.1 Shirts. Each employee will receive six (6) shirts upon hire. In 2004, at six (6) month intervals (February and August) employees with damaged shirts (holes, tears, visibly worn) will notify the County, turn in the old shirt(s) and receive replacement shirt(s) up to a limit of two (2) shirts per six (6) month period; shirts needed in excess of these limits will be purchased by the employee. In 2004, or upon hire, employees will choose one outerwear garment from two styles of clothing consisting of a sleeveless fleece or a long-sleeved sweatshirt, which the County will purchase. Employees have the option to purchase additional fleeces or sweatshirts with the County logo at their own expense.

Each year after 2004, at six (6) month intervals (February and August) employees with damaged shirts (holes, tears, visibly worn) will notify the County, turn in the old shirt(s) and receive replacement shirt(s) up to a limit of three (3) shirts per six (6) month period; shirts needed in excess of these limits will be purchased by the employee.

16.6.2 Pants Allowance. On January 10th of each year Detention Officers will receive an annual \$180 allowance for pants. Pants will be dark blue denim jeans and will comply with the color samples provided; faded, bleached or whitewash jeans are not acceptable. Pants will be clean, neat and free of tears, holes, frayed seams, stains and ink marks.

16.6.3 Jackets. Each employee will receive a lightweight navy blue windbreaker with logo to be worn at the employee's discretion.

16.6.4 Cell phones or pagers are to be stored in Central or Unit Controls. Employees may carry cell phones or pagers on their person in cases of emergencies or due to on-going issues that require an immediate response (e.g., in the case of the employee's child's medical condition). However, the County is not responsible for any damage to personal cell phones or pagers that occur during work hours.

16.7 Inclement Weather/Natural Disaster. Employees required to work during any Juvenile Court closure (for example during inclement weather or natural disaster) or required to work on a Saturday or Sunday that the presiding judge declares would be a closure if it was a weekday, shall be granted additional pay or compensatory time equal to the number of hours worked up to a maximum of eight (8) in a shift calendar day.

16.7.1 Programming considerations will be made based on the number of staff who report to work.

16.7.2 Staff required to remain at work beyond sixteen (16) hours will have an interrupted eight (8) hour rest period paid at double time.

16.7.3 In addition to the above, employees shall receive the same compensation as may be granted to other County employees according to the County directive.

ARTICLE 17. LABOR/MANAGEMENT COOPERATION

17.1 Training and Development. The Guild and the County agree that training is an integral part of the efficient operation of the Juvenile Detention Center. The parties shall collaborate in the development of training goals and opportunities for the term of this Agreement. The parties shall meet periodically to evaluate the training program. Management is committed to assuring equitable opportunity for training and encourages employees to submit requests.

17.2 Training of all new hires and on-call will be provided through instruction from Leadworkers.

17.2.1 Whenever Juvenile Detention Officers, as opposed to Leads, are designated to provide training for new hires and on call employees, the Officer will receive a 5% premium for all hours training is provided. In this instance, "training" shall involve direct observation and instruction of the trainee in technical components of the work, which include Intake, Central Control and Report Writing rather than performing the work and providing explanation of the functions.

17.2.2 Management shall designate trainers on each shift.

17.3 Specialty Training. Employees who possess a specialized certification (such as CPR, defensive tactics) shall receive a 5% premium pay for all hours spent training staff. Preparation time of fifteen (15) minutes for each two (2) hours of scheduled training shall be included in the premium. All specialty training shall be scheduled and planned by management.

17.4 Training Compensation.

17.4.1 In County/Portland area training (on site/in community)

17.4.1.1 Employees will be paid for the posted hours of the training (i.e., if the training begins at 8:00 am and ends at 3:00 pm that would be seven (7) hours of pay). If a lunch hour is included in training it will be paid time.

17.4.1.2 Posted training hours of four (4) hours or more will include a paid lunch of thirty (30) minutes.

17.4.1.3 Trainings and meetings scheduled by management not attached to a shift shall be a minimum of two (2) hours compensation or actual hours rounded to the nearest quarter hour, whichever is greater.

17.4.2 Out of County/Portland area training. Employees will be paid for the posted hours of the training as defined in Section 17.4.1.1 plus travel time and mileage if the employee drives a privately owned vehicle.

17.4.3 If the training is less than eight (8) hours the employee has the option to return to work and put in the hours needed to have a full eight (8) hours of pay or may utilize PTO or compensatory time to make a full work day.

ARTICLE 18. DISCIPLINE AND TERMINATION

18.1 It is hereby recognized and agreed that the County has the right to discharge, suspend or otherwise discipline a regular employee for just cause, subject to the grievance procedure. For the purposes of this Section, discipline is defined as oral or written warnings, suspension, demotion or discharge. Oral warnings are not subject to the grievance procedure and written warnings may only be appealed through step 2 of the procedure.

18.2 Newly hired employees shall serve a probationary period of six months, plus any period of unpaid leave occurring during the probationary period. During the term of the probationary period, the County may discipline or discharge an employee at any time, with or without cause, and such discipline or discharge shall not be subject to appeal.

18.3 Employees shall serve a six-month probationary period following promotion. An employee serving a probationary period after a promotion may be returned to his/her former classification for cause. In the event an employee is being returned to his/her former classification under this Section, he/she may bump the least senior employee in that classification in the department, provided the displaced individual has less seniority as defined by this Agreement.

18.4 Personnel Files. Disciplinary materials at the level of a written warning or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his/her authorized representative, officials of the County who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation of or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee. Written warnings shall be removed after two (2) years if there are no related problems.

18.5 Voluntary Termination Procedure.

18.5.1 Resignation. Any employee desiring to terminate employment with the County in good standing shall present a letter of resignation at least two (2) calendar weeks prior to the effective date of termination. The letter of resignation shall indicate the effective date and the reason for the resignation. Employees who quit without adequate notice may be ineligible for future employment with the County. The Appointing Authority may waive the two (2) week notification period.

18.5.2 Retirement. Employees who intend to retire through the PERS or LEOFF retirement systems should provide a maximum amount of written notice of their intention to retire.

18.5.3 Abandonment of Position. An employee who is absent from his/her position for three (3) consecutive days without notice or who otherwise indicates an intent to resign employment and fails to report for duty shall be considered to have abandoned his/her position, unless the failure to notify was clearly beyond the employee's control. In the event it was not the employee's intention to resign, absence without leave constitutes an adequate basis for discipline and an employee may be involuntarily terminated for action constituting abandonment of the position. The appointing authority will send a confirming notice to employees considered to have abandoned their positions.

18.6 Indemnification. Clark County shall protect, defend, hold harmless and indemnify for any damages, including court ordered attorney's fees, all covered employees and their respective marital communities against any and all claims or causes of action which arise as a result of alleged acts or errors and omission occurring within the scope of their duties and responsibilities or employment with Clark County. The County may elect not to provide indemnification for acts not undertaken in good faith, acts of misconduct or if the employee fails to fully cooperate with the defense of such action. Legal representation services will be provided by the Prosecuting Attorney's Office or outside counsel at the discretion of the County.

18.7 Investigations of Employees. The following procedure explains the steps to be taken in the investigation of an employee. This procedure will apply to all investigations at the applicable steps. The investigation will be completed within ten (10) business days from the complaint.

18.7.1 Step 1. Intake of Complaint. A youth request for a grievance (or grievance form) shall be referred to a lead worker unless a lead worker is being grieved, in which case the grievance will then be referred to a supervisor. The grievance will be written on a provided grievance form with a confidential envelope. Within thirty (30) days of the execution of this contract, the parties will agree upon a new grievance form, which will include a section for lead worker/management written results.

18.7.2 Step 2. Initial Review. Grievances generated by youths shall be reviewed and resolved (if possible) by the lead worker, unless the grievance involves allegation of sexual harassment, physical abuse, or racial or religious discrimination, which will be referred directly to management by the lead worker. The lead worker will write a report to the supervisor informing the supervisor of the result, findings and recommendations in the matter.

Management will review the lead worker's report and either follow it or continue a review and/or investigation if necessary. If management determines that a further investigation or review is not necessary, the lead worker will review the matter with the grieved employee, including the nature of the grievance and the results of the review and/or investigation. All legal and collective bargaining rights remain for the employee in this process.

18.7.3 Step 3. Investigation. If management decides to further investigate or review the matter, management will interview the employee, and the employee may choose to have a Guild Representative present. The employee shall have right to receive any written or recorded information relevant to the investigation unless such disclosure would compromise the ability to investigate.

If the employee is disciplined and chooses to grieve the matter, the Guild Representative has the right to conduct an investigation and interviews on County time when the Guild Representative is approached by the employee.

ARTICLE 19. LAYOFF AND RECALL

19.1 The County may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, reorganization, elimination of services/functions or other similar reasons. Additionally, employees may be laid off through displacement by an employee through the bumping procedure outlined in this Agreement. Employees who bump downward or accept vacant positions in a lower class shall be considered laid off from their former classification for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff.

19.2 Alternatives to Layoff. The County will make every reasonable effort to avoid layoff of bargaining unit employees. Such efforts will include consideration of the following strategies to prevent or minimize the effects of layoffs:

19.2.1 Termination of non-critical temporary employees and consultants.

19.2.2 Temporary reduced work hours programs including reduced work weeks and furloughs/shutdowns.

19.2.3 Attrition-based programs such as early retirements and voluntary layoffs.

19.2.4 Reduction of paid leave balances or accrual rates.

The County will solicit Guild input as to available and desirable alternatives prior to any final decisions as to the necessity of the layoff. The County will negotiate with the applicable Guild to the extent that any alternative to layoff program impacts mandatory subjects of bargaining such as reduced work hours programs or paid leave reductions.

19.3 In the event of layoff, the department shall determine the number of positions, by classification, to be eliminated. Selection of employees for layoff within each classification within the bargaining unit shall be based on seniority. Seniority is defined as total continuous service within the bargaining unit. In the event layoff of the least senior employees would result in an imbalance of male and female Detention Unit employees required by operational and legal requirements, some adjustment in layoff procedures may be necessary.

19.4 Reassignment and Bumping Procedure: In lieu of layoff, a regular employee may request reassignment to a position in a lower or equal classification in which the employee had attained regular status by successfully completing the probationary period. In such event, the employee may bump the employee with the least seniority in the classification to which reassignment is requested.

19.4.1 Employees shall receive ten (10) days notice of layoff, or pay in lieu thereof, and shall be presumed to desire to exercise their bumping rights. The department shall develop the final layoff list based on this presumption and shall notify all affected employees of the impending layoff. Employees who receive layoff notices, and who do not wish to bump to a lower classification must notify the department within five (5) days.

19.4.2 An employee who bumps into a lower classification (i.e., one with a lower maximum base wage rate) shall initially be placed in the highest step in the lower range not exceeding his/her former base salary. An employee who is recalled from layoff status shall be placed at his/her former step.

19.4.3 Department employees who previously held positions within the Unit and who are subsequently laid off, or who fail to pass the promotional probationary period may be reassigned to a vacant position within the Unit, provided no current bargaining unit member would thereby be denied a reassignment opportunity in lieu of lay off.

19.5 Recall Rights. The names of regular employees who are laid off or displaced under this Article will be placed on the recall list for the classification previously occupied in order of seniority. Probationary employees serving an initial or promotional period who are laid off are not entitled to recall but may apply for or be considered for future positions.

19.5.1 Recall rights will remain in effect for a period of one (1) year following date of layoff. All available positions in a classification for which there is a recall list will be offered to employees on the recall list. Positions will be offered in order of seniority, provided the employee is qualified to fill the position. Employees shall have five (5) days to respond to recall notices or positions offered. Employees who do not respond to notices within five (5) days or decline positions offered shall be removed from the recall list.

19.5.2 Employees who are recalled under this Section shall maintain, but not accrue, seniority while on layoff status.

19.6 The County shall pay a laid off employee's medical and dental insurance premiums through the end of the month in which layoff occurs.

ARTICLE 20. GRIEVANCE PROCEDURE

20.1 Purpose and Scope.

20.1.1 The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, enforcement or alleged violation of an express provision of this Agreement shall constitute a grievance.

20.1.2 The parties agree that every effort should be made to resolve grievances informally with the first level supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant and/or the Guild and the appropriate County representative shall meet, if necessary, to attempt to resolve the grievance at any step.

20.1.3 A grievance may move to any level in the grievance procedure by written mutual agreement of the parties.

20.2 Filing and Processing Requirements. A grievance may be brought under this procedure by one or more aggrieved employees, with or without a Guild representative, or by the Guild as a class grievance (hereafter described as "the grievant"). No grievance shall be processed beyond Step 3 without Guild concurrence and representation.

20.2.1 Disciplinary grievances shall be initially submitted at Step 2. Grievances concerning written warnings may not be processed beyond Step 2.

20.2.2 Class or class action grievances of bargaining unit wide application shall be initially submitted at Step 3. Class grievances are those, which would potentially have application across departmental lines and/or apply to a large number of employees covered by this Agreement, for example, interpretation of overtime work periods.

20.2.3 A written grievance shall be signed and dated and indicate the step at which is being filed. Grievances not meeting the requirements of this Section shall not be considered officially filed or may not be moved to the next step until the missing information is provided, as applicable. Written grievances and responses shall address, at a minimum, the following points:

- A. The statement of the grievance/response and the facts upon which it is based;
- B. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
- C. The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);
- D. The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and

E. The specific remedy sought or offered.

20.3 Timelines.

20.3.1 When computing deadlines under this Article, the day which triggers the deadline (contract violation, receipt of grievance, etc.) shall not be included. "Working days" means Monday through Friday, excluding holidays. Filing and response time limits shall be met by mailing, delivery or facsimile transmission. Receipt shall be considered to be the date of actual receipt. The time limits prescribed herein may be waived or extended by mutual agreement, in writing, by the aggrieved employee, or the Guild in a class grievance, and the appropriate County representative at each step.

20.3.2 A grievance not brought within the time limit prescribed for every step shall be considered settled on the basis of the last decision received by the grievant or the Guild. A grievance or complaint not responded to by the County representative may be moved to the next step in the procedure.

20.4 Steps.

20.4.1 **Step 1.** This step involves seeking informal resolution with the Juvenile Services Manager for the Detention Unit. Informal resolution must begin within ten (10) working days of the occurrence of the grievance or the date the grievant knew or should have known of its occurrence.

20.4.2 **Step 2.** If unable to resolve the grievance informally with the juvenile Services Manager for Detention, the grievant shall present the grievance in writing to the Juvenile Services Administrator within ten (10) working days, following efforts at informal resolution. The Administrator shall respond in writing to this grievance within ten (10) working days.

20.4.3 **Step 3.** If the grievance is not resolved at Step 2, the employee or Guild shall submit the written grievance to the Human Resources Director as the Board's designee for Labor Relations within ten (10) working days of receipt of the Administrator's response. The Human Resources Director shall respond in writing to this grievance within ten (10) working days.

20.4.4 **Step 4.** If the grievance has not been resolved, the Guild may refer the dispute to final and binding arbitration. The Guild shall notify the County in writing, of submission to arbitration within ten (10) working days after receipt of the County's written response in Step 3 above.

20.4.5 The above steps shall include meetings between the parties at the request of either party to facilitate resolution of the grievance.

20.5 The Guild and the County shall endeavor to mutually agree upon an arbitrator. If a mutually acceptable arbitrator cannot be determined within ten (10) working days, the Guild shall, within an additional ten (10) working days, request a list of eleven (11) qualified neutrals (or as many as are available) from the Federal Mediation and Conciliation Service (FMCS) who shall reside in Oregon and Washington and be members of the National Academy of Arbitrators. Each party shall have the right to reject one panel in its entirety and request that a new panel be submitted, within ten (10) working days after the receipt of the list. Within ten (10) working days after receipt of the list, the parties shall either mutually agree or alternately determine an arbitrator by striking the names on the list, and the remaining name shall be the arbitrator. The party striking first shall be determined by a coin flip.

20.6 The arbitrator shall have the power to issue and enforce subpoenas in accordance with Chapter 7.04 RCW. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine him/herself to the issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be submitted within thirty (30) days and shall be final and binding upon the employees, Guild and County. The arbitrator's decision shall be in writing and within the scope and terms of this Agreement.

20.7 Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim transcript of the proceedings, it shall pay the costs of the court reporter and of the arbitrator's copy of the transcript. Should both parties desire a copy of the transcript, they shall share the costs of the court reporter and of the arbitrator's copy of the transcript. The losing party shall bear the fees and expenses of the arbitrator.

20.8 It is agreed that the grievance procedure is intended to be the exclusive remedy for resolving contractual disputes that may arise out of the interpretation or application of this collective bargaining agreement, and that taking an issue to arbitration shall constitute a waiver of the right of the Guild to litigate the subject matter in any other forum.

20.9 Mediation-Arbitration (Med-Arb). As an alternative or supplement to the grievance procedure, or for such other purposes as the parties may mutually determine, the parties may invoke a mediation-arbitration process to resolve grievances or other issues between them as provided herein. As contemplated by this Section, mediation-arbitration involves the use of a third party, first to serve as a mediator, using contemporary mediation techniques, then, if that process fails to achieve a resolution, to arbitrate or direct a solution, which shall be binding on both parties. A decision to utilize med-arb shall be voluntary by both parties and subject to the following understandings:

20.9.1 The mediator-arbitrator shall be a mutually acceptable PERC staff representative, or in the alternative, the parties may share equally the cost of employing a fee-basis mediator-arbitrator. The parties may choose to strike names from a list, employ a standing panel or select on a case-by-case basis.

20.9.2 If the parties agree to enter into mediation-arbitration, the mediator shall first attempt to assist the parties in achieving a voluntary resolution. If none can be achieved, the mediator-arbitrator shall be empowered to fashion a remedy or resolution, which shall be binding upon both parties.

20.9.3 If the mediation process fails to produce a settlement, it is envisioned that the arbitrator will issue a “bench decision”, based on his/her understanding of the positions of the parties gained through the mediation step and a formal hearing with exhibits, testimony, briefs, evidence, etc. is not expected to be necessary or required.

ARTICLE 21. DEFINITIONS

21. For purposes of this Agreement, the following definitions shall apply:

21.1 **Department:** Clark County Juvenile Department, Detention Unit.

21.2 **Immediate family:** For the purposes of sick leave usage, immediate family is defined as spouse, dependent children incapable of self care and parents or the step/in-law equivalents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal leave laws and administrative regulations. For the purposes of bereavement leave, eligible family members are the spouse, children, parents, brother, sister (or the step and in-law equivalents), grandparents, grandchildren, or other relatives living in the employee's household.

21.3 **Regular full-time employee:** An employee who is in a regular budgeted position and whose work schedule is intended to be not less than forty (40) hours of work per week.

21.4 **Regular part-time employee:** An employee who is in a regular budgeted position and whose normal work schedule is less than forty (40) but not less than twenty (20) hours per workweek on a continuing basis.

21.5 **Seniority:** Seniority shall be defined as total continuous service within the bargaining unit.

ARTICLE 22. SCOPE AND DURATION

22.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time. The County and the Guild voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement. With respect to subjects not covered by this Agreement, the parties agree that the County may temporarily implement changes pending the outcome of any bargaining required by RCW 41.56.

22.2 Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

22.3 Duration and Renewal. All provisions of this Agreement shall be effective on the first day following signing with the exception of salaries, which shall be effective as of the dates identified in Section 10.4. It shall remain in full force and effect through to the 31st day of December 2006.

APPROVAL

This Agreement entered into between Clark County and the Juvenile Detention Officers' Guild was formally signed and approved on the _____ day of June 2004.

BOARD OF CLARK COUNTY COMMISSIONERS

Betty Sue Morris, Chair

SUPERIOR COURT

Robert L. Harris, Superior Court Judge

Ernie Veach-White, Juvenile Court Administrator

Michael Riggan, Juvenile Detention Manager

Francine M Reis, Human Resource Director

Carol R. Chislett, Chief Negotiator

JUVENILE DETENTION OFFICERS' GUILD

Becky Gallagher, Chief Negotiator

Thomas Pfeifer, Guild Steward

Kelli McNab, Guild Steward

James Ross, Guild Member

EXHIBIT A

JUVENILE DETENTION OFFICERS SALARY SCHEDULE

2004	2.5% JDO 3.0% JDL	Hourly Rates					
	Title	Step 1	2	3	4	5	6
604	Juvenile Detention Officer	16.77	17.62	18.47	19.41	20.39	21.38
606	Juvenile Detention Leadworker	19.13	20.09	21.07	22.12	23.26	24.42
2005	2.0% All	Hourly Rates					
Rg.	Title	Step 1	2	3	4	5	6
604	Juvenile Detention Officer	17.11	17.97	18.84	19.80	20.80	21.81
606	Juvenile Detention Leadworker	19.51	20.49	21.49	22.56	23.73	24.91
2006	2.0% All	Hourly Rates					
Rg.	Title	Step 1	2	3	4	5	6
604	Juvenile Detention Officer	17.45	18.33	19.22	20.20	21.22	22.25
606	Juvenile Detention Leadworker	19.90	20.90	21.92	23.01	24.20	25.41

EXHIBIT B

CLOTHING AND SAFETY GUIDELINES

Introduction

Through the collective bargaining agreement, management committed to Juvenile Detention employees that uniforms for bargaining unit members would be purchased. Although there are a variety of reasons that the Administrator, Detention Manager and employees decided that uniforms would be in everyone's best interests, a key goal was to create a professional and uniform appearance among the Detention employees. The Administrator believes that the professional and uniform appearance will improve the provision of services to juveniles and their parents.

The uniforms for employees include County purchased polo shirts with embroidered County logo and Detention staff designation, lightweight navy blue jackets with logo, and an annual allowance for purchasing dark blue denim jeans. Each employee will receive six shirts and one jacket.

Clothing Guidelines

In the interest of establishing a uniform appearance and enhancing professional performance, Detention staff is presented with the following expectations:

- Juvenile Center issued clothing is to be worn only to work and for work purposes.
- Uniform clothing is to be clean and neat.
- Uniform shirt replacement will occur semi-annually in August and February and is based upon wear. Employees will notify the manager, turn in the damaged shirts and receive replacement shirts up to a limit of three per each semi-annual period. Shirts needed in excess of these limits will be purchased by the employee.
- To maintain consistent uniform appearance, all Detention employees will have shirts tucked into pants.
- Tee shirts or turtlenecks, long or short sleeved may be worn under the uniform shirt. Solid-colored undershirts may be white, gray, black or blue.
- Uniform shirts and jackets must be returned to the Juvenile Court upon separation from employment.
- Footwear will be closed-toe style, such as athletic shoes. Rubber soles have some advantages on the cement floors of the Detention Unit.
- With the exception of hairnets or hats within the kitchen, hats or other head coverings are not part of the uniform and are inappropriate inside the facility.

Safety Guidelines

The safety of juveniles within the Juvenile Court's care and the staff providing them care is of critical importance to the Juvenile Court Administrator. In addition to the stringent safety requirements posed by federal and state laws, the Administrator has identified several safety-related guidelines. Generally, these generate from a need to insure that the juveniles do not have access to anything that could be pulled or jerked, resulting in injury to anyone or damage to goods and that the Detention Unit can meet legally required standards. These are listed below:

- Earrings may be worn provided they are no longer than 1/2 inch below the ear, not hooped and limited to the ear.
- Necklaces may be worn provided they are worn under the polo shirt and do not interfere with movement nor create a hazard.
- Rings may be worn provided they are flat with minimal protrusion.
- Bracelets and watches may be worn provided they are snug to the wrist such that no one could easily grab them.
- Fingernails are expected to be short enough to prevent scratching or injuring juveniles and to prevent breakage of safety gloves. Generally this means that fingernails are no longer than 1/4 inch beyond the fingertip.
- Airborne pathogen safety precautions require that protective safety masks fit securely. Facial or other hair, which prohibits appropriate seal with the employee's skin may necessitate a specialty mask. Absent medical documentation of the necessity for facial hair, cost for specially ordered masks to accommodate facial hair is the employee's responsibility.

APPENDIX A

MEMORANDUM OF UNDERSTANDING REGARDING HEALTHCARE BENEFITS

This is a Memorandum of Understanding between the undersigned parties creating a Clark County Multi-party Healthcare Committee.

Purpose: It is the purpose of the Healthcare Committee, working within the negotiated parameters, to seek a balance between the continuance of the quality of care traditionally provided to the County's employees and keeping the parties' costs to a minimum, while meeting legal and contractual obligations.

Committee Membership: The Committee shall be comprised of two representatives from each bargaining unit (including representation from their respective union staff), two representatives from the ranks of the non-represented employees (one supervisor and one non-supervisor) and up to eight representatives from management

Ratification of this Memorandum of Understanding by the signatories shall empower each party's selected representatives to reach a binding decision. Such decisions shall be reached by a two-thirds (2/3) majority of all members of the Committee present. Members who will be absent during a meeting may participate in decisions by submitting a vote by proxy.

Parameters of the Committee: The Committee is authorized to determine healthcare benefits for the parties based upon the following parameters:

- Current healthcare benefits shall be maintained during the 2003 benefit year.
- The Committee shall research and make decisions about the structure, coverage, design, and plans, excluding eligibility, of medical and dental insurances provided to employees.
- The Committee shall determine the cost distribution for the payment of insurance premiums between that portion contributed by the County and that which may be contributed by the employee.
- The Committee shall meet on County time but the County shall not be required to pay overtime to any member due to the scheduling of daytime meetings outside some members' normal work shifts. Committee members meeting outside of their regularly scheduled shift will be permitted to flex or adjust schedules if possible to accommodate meeting attendance.
- As the last item on its agenda, the Committee shall draft and publish an update of every meeting.
- Departments within the County will promptly provide all requested information about insurance that is in the possession of the Departments.
- The Committee will set meeting dates as determined necessary.

Budget for the Committee: The County's financial commitment to funding healthcare benefits shall be limited per the budget formulas identified below. These will initiate from the 2003 budget of \$12,027,658 which yields an average per employee per month amount of \$681.84 when using the budgeted FTE of 1470. The table below identifies the budget within which the Committee will work to make decisions regarding healthcare.

Year	Base Budget	Percent Increase	Resulting Budget	Per EE Per Mo.
2004	\$12,027,658	10.8%	\$13,326,645	\$755.48
2005	\$13,326,645	10.5%	\$14,725,942	\$834.80
2006	\$14,725,942	10.5%	\$16,272,166	\$922.46

- In addition to the above referenced amount, for benefit year 2004 only, the Committee may utilize any "savings" generated during benefit years 2001-2003.
- In each year, the budget will be adjusted for any net change in the number of participating employees as of June of the prior year using the Per Employee Per Month figure shown in the chart above. For the purposes of this Section, the term "participating employees" shall be defined as real budgeted positions (not rounded for part-time) in groups covered by this MOU.
- During the benefit years 2005 and 2006, any allocated healthcare amounts which are not utilized by the Committee in the 2004 or 2005 benefit years may be utilized in subsequent benefit years during the term of this Agreement; but in no event may the amount used exceed a 31.8% increase over the term of this Agreement.
- The Committee is also tasked with providing cost projections for the 2004 2007 benefit year.

Decision making:

- **Changes:** During the term of this MOU, the Healthcare Committee may modify this Agreement by a 2/3 majority. Any such modifications shall not need further ratification. However, any such modification must be in keeping with the spirit of this MOU as originally created.
- **The Committee may choose to work with a Mediator.** The Mediator shall not be a voting member of the Committee. However, if the Healthcare Committee is unable to reach a decision for any benefit year by October 1, the Mediator shall direct a solution. Such solution shall be binding on all parties to this Memorandum of Understanding. The Mediator's solution shall be within the parameters outlined above, based upon her/his understanding of the positions of the parties gained through the mediation process. Therefore a formal hearing shall not be necessary.
- If any costs are attached to the mediator's work they shall be paid as follows: Clark County 50%; the remaining fees shall be divided equally among the participating units.

This MOU is covered under the grievance provisions of the collective bargaining agreements for purposes of the parties' compliance with the terms and conditions contained herein.

This MOU shall expire June 30, 2006.

SIGNATURES:

Local 11, Office & Professional Employees

Chair – Board of County Commissioners

Local 17, Engineers & Other Professionals

Local 17, Appraisers & Other Professionals

Local 307CO, Public Works & Community
Development

Local 1374, Machinists

Information Technology Guild

Local 11, Communication Dispatchers

Sheriff's Support Guild

Juvenile Detention Guild

Local 335, Health Care Division